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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

Michelle M. Bays, Plaintiff, v. Frontier Financial Credit Union, Experian Information Solutions, Inc. and Trans Union LLC, Defendants.	Case No.:2:16-cv-2332 **COMPLAINT FOR DAMAGES PURSUANT TO THE FAIR CREDIT REPORTING ACT, 15 U.S.C. § 1681, ET SEQ.** **JURY TRIAL DEMANDED**

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INTRODUCTION

1. The United States Congress has found the banking system is dependent up-on fair and accurate credit reporting. Inaccurate credit reports directly impair the efficiency of the banking system, and unfair credit reporting methods undermine the public confidence, which is essential to the continued functioning of the banking system. Congress enacted the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. ("FCRA"), to ensure fair and accurate reporting, promote efficiency in the banking system, and protect consumer privacy. The FCRA seeks to ensure consumer reporting agencies exercise their grave responsibilities with fairness, impartiality, and a respect for the consumer's right to privacy because consumer reporting agencies have assumed such a vital role in assembling and evaluating consumer credit and other information on consumers. The FCRA also imposes duties on the sources that provide credit information to credit reporting agencies, called "furnishers."

2. Michelle M. Bays ("Plaintiff"), by Plaintiff's attorneys, brings this action to challenge the actions of Defendants Frontier Financial Credit Union ("FFCU"), Experian Information Solutions, Inc. ("Experian") and Trans Union LLC. ("Trans Union") (jointly as "Defendants") with regard to erroneous and inaccurate reports of Plaintiff's credit information and Defendants' failure to properly investigate Plaintiff's disputes.

3. Defendants failed to properly investigate Plaintiff's disputes and update and correct Plaintiff's credit information, damaging Plaintiff's creditworthiness and causing Plaintiff further injury.

JURISDICTION AND VENUE

4. This Court has federal question jurisdiction because this case arises out of violation of federal law. 15 U.S.C. §1681 et seq.; 28 U.S.C. §1331; *Smith v. Community Citibank, Inc.*, 773 F.Supp.2d 941, 946 (D. Nev. 2011).

Jurisdiction arises for Plaintiff's supplemental state claims under 28 U.S.C. § 1367.

5. This action arises out of Defendant's violations of the Fair Credit Reporting Act, 15 U.S.C. §§ 1681-1681(x) (the "FCRA").

6. Venue is proper in the United States District Court for the District of Nevada pursuant to 28 U.S.C. § 1391(b) because Plaintiff is a resident of Nevada and because Defendants are subject to personal jurisdiction in the State of Nevada as they conduct business there. Venue is also proper because the conduct giving rise to this action occurred in Nevada. 28 U.S.C. § 1391(b)(2).

PARTIES

7. Plaintiff is a natural person, residing in Washoe County, Nevada. Plaintiff is a "consumer" as defined by 15 U.S.C. § 1681a(c).

8. Defendant FFCU is a Nevada corporation doing business in the State of Nevada.

9. Defendant Experian is a corporation doing business in the State of Nevada.

10. Defendant Trans Union is a corporation doing business in the State of Nevada.

11. Defendant FFCU is a furnisher of information as contemplated by 15 U.S.C. § 1681s-2(b) that regularly and in the ordinary course of business furnishes information to a consumer credit reporting agency.

12. Defendants Experian and Trans Union regularly assembles and/or evaluates consumer credit information for the purpose of furnishing consumer reports to third parties and uses interstate commerce to prepare and/or furnish the reports. Trans Union and Experian are each a "consumer reporting agency" as that term is defined by 15 U.S.C. §1681a(f), doing business with their principal places of business in Illinois and Ohio, respectively.

13. Unless otherwise indicated, the use of Defendants' names in this Complaint includes all agents, employees, officers, members, directors, heirs, successors,

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assigns, principals, trustees, sureties, subrogees, representatives, and insurers of the named Defendant.

GENERAL ALLEGATIONS

14. On or about September 7, 2007, Plaintiff incurred certain financial obligations to FFCU (the "Debt" or "Account").

15. Sometime thereafter, FFCU began reporting that the Account had been "charged off" on Plaintiff's credit report.

16. On or about February 21, 2014, FFCU and Plaintiff entered into an agreement whereby Plaintiff was to pay FFCU $3,791.86 and, in exchange, FFCU was to "reinstate" the Account and "FFCU shall remove the charge off status from [Plaintiff's] credit reports" (the "Contract").

17. Plaintiff timely fulfilled all of her obligations under the Contract and remained current on all of her obligations to FFCU thereafter.

18. However, Defendants reported, or caused to be reported, inaccurate information on Plaintiff's credit reports, including that the Account was "charged off" and other inaccurate and derogatory information.

19. Plaintiff properly disputed Defendants' reporting of the Account numerous times but Defendants continued to report inaccurate information on Plaintiff's credit reports, as detailed herein.

20. The three major credit reporting agencies (Equifax, Experian and Trans Union) consider the age of a consumer's credit account as a major factor in determining a consumer's credit worthiness. *See*, *e.g.*, Trans Union, *How is my credit score calculated?*, *available at* https://www.transunion.com/credit-score ("[T]he length of your credit history contributes 15%"); Lyerla, B., *Infographic: Key Components of a FICO® Score: Length of Credit History*, *available at* http://www.experian.com/blogs/ask-experian/infographic-key-components-of-a-fico-score-length-of-credit-history-3-of-4/ ("The length of your credit history informs 15% of the scoring calculation."); Equifax, *How is*

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My Credit Score Calculated?, *available at* http://www.equifax.com/credit-education/credit-score/ ("Your credit score is calculated based on a number of factors . . . including . . . the length of your credit history.").

TRANS UNION AND FFCU MISREPORTED CREDIT INFORMATION

RE: ACCOUNT NO. 2009****

— THE APRIL 2015 DISPUTE —

21. In a Trans Union credit report dated March 31, 2015, Trans Union and FFCU inaccurately reported Plaintiff's Pay Status as "charged off." Trans Union and FFCU also inaccurately reported the Account as CO (charge off) in February 2014 and from April 2014 through February 2015. This was inaccurate since Plaintiff's Account was current during these periods and the Account was not "charged off." Furthermore, FFCU had specifically agreed in the February 21, 2014 Contract with Plaintiff that the account was not charged off and would not be reported as charged off. FFCU's and Trans Union's reporting that the account was charged off was, therefore, inaccurate.

22. FFCU and Trans Union also reported inaccurately that it "charged off" the account on multiple occasions, in February 2014 and from April 2014 through February 2015, since FFCU could only have charged off the account one time. *E.g.*, *Shaw v. Equifax Info. Solutions*, No. 15-14014 (E.D. Mich. May 4, 2016) (addressing the issue of whether reporting multiple "charge off" notations is inaccurate under the FCRA).

23. In or about April 2015, Plaintiff disputed FFCU's and Trans Union's reporting regarding the Debt pursuant to 15 U.S.C. § 1681i by notifying Trans Union, in writing, of the incorrect and inaccurate credit information furnished by FFCU.

24. Specifically, Plaintiff sent a letter, certified, return receipt, to Trans Union, requesting the above inaccurate and incorrect derogatory information be updated, modified or corrected.

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25. Upon receiving the dispute letter, Trans Union timely notified FFCU of Plaintiff's dispute as required by 15 U.S.C. § 1681i(a)(2).

26. FFCU was required to conduct an investigation into this specific account on Plaintiff's consumer report pursuant to 15 U.S.C. 1681s-2(b).

27. Trans Union was required to conduct a reinvestigation into this specific account on Plaintiff's consumer report pursuant to 15 U.S.C. §1681i

28. However, Plaintiff never received any notification from Trans Union or FFCU that FFCU and Trans Union investigated or reinvestigated Plaintiff's dispute, as required under 15 U.SC. § 1681i(a)(6).

29. A reasonable investigation by these Defendants would have indicated that Plaintiff's Account was not charged off.

30. Trans Union and FFCU failed to review all relevant information provided by Plaintiff in the dispute to Trans Union, as required by and in violation of 15 U.S.C. § 1681s-2(b)(1)(B) and 15 U.S.C. § 1681i.

31. Trans Union and FFCU re-reported the inaccurate derogatory information on Plaintiff's report. Specifically, Trans Union and FFCU re-reported the Account Status as charged off and CO (charge off) notations from June 2014 through March 2015 when the Account was, in fact, not charged off and, in any event, could not have charged off more than once.

32. FFCU and Trans Union, upon receipt of Plaintiff's dispute, failed to conduct an investigation or reinvestigation with respect to the disputed information as required by 15 U.SC. § 1681s-2(b)(1)(A) and 15 U.S.C. § 1681i.

33. FFCU and Trans Union failed to review all relevant information provided by Plaintiff in the dispute to Trans Union, as required by and in violation of 15 U.SC. § 1681s-2(b)(1)(B) and 15 U.S.C. § 1681i.

34. Due to FFCU's and Trans Union's failure to reasonably investigate, they further failed to correct and update Plaintiff's information as required by 15 U.S.C. § 1681s-2(b)(1)(E) and 15 U.S.C. § 1681i, thereby causing continued

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reporting of inaccurate information in violation of 15 U.S.C. § 1681-s(2)(b)(1)(C) and 15 U.S.C. § 1681i.

35. Plaintiff's continued efforts to correct FFCU's and Trans Union's erroneous and negative reporting of the Debt by communicating Plaintiff's dispute with FFCU and Trans Union were fruitless.

36. FFCU's and Trans Union's continued inaccurate and negative reporting of the Debt in light of their knowledge of the actual error was willful. Plaintiff is, accordingly, eligible for statutory damages.

37. Also as a result of FFCU's and Trans Union's continued inaccurate and negative reporting, Plaintiff has suffered actual damages, including without limitation credit denials, higher interest rates, out-of-pocket expenses in challenging Defendants' inaccurate reporting, damage to her creditworthiness, emotional distress and mental anguish as well as physical injuries and damages to Plaintiff's reputation.

38. By inaccurately reporting account information after notice and confirmation of their errors, FFCU and Trans Union failed to take the appropriate measures as required under 15 U.S.C. §§ 1681-s(2)(b)(1)(D) and (E) and 15 U.S.C. § 1681i.

TRANS UNION AND FFCU MISREPORTED CREDIT INFORMATION

RE: ACCOUNT NO. 2009****

— THE FEBRUARY 2016 DISPUTE —

39. In a Trans Union credit report dated October 19, 2015, Trans Union and FFCU continued to inaccurately report Plaintiff's Pay Status as "charged off." Trans Union and FFCU also inaccurately reported the Account as CO (charge off) from June 2014 through March 2015. This was inaccurate since Plaintiff's Account was current during these periods and was not "charged off." Furthermore, FFCU had specifically agreed in the February 21, 2014 Contract with Plaintiff that the account was not charged off and would not be

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reported as charged off. FFCU's and Trans Union's reporting that the account was charged off was, therefore, inaccurate.

40. FFCU and Trans Union also reported inaccurately that it "charged off" the account on multiple occasions, from June 2014 through March 2015, since FFCU could only have charged off the account one time. *E.g.*, *Shaw v. Equifax Info. Solutions*, No. 15-14014 (E.D. Mich. May 4, 2016) (addressing the issue of whether reporting multiple "charge off" notations is inaccurate under the FCRA).

41. In addition, FFCU and Trans Union had begun inaccurately reporting that the Account's Open Date was on May 31, 2013. This was inaccurate since the Open Date on the Account was September 7, 2007. The three major credit reporting agencies (Equifax, Experian and Trans Union) consider the age of a consumer's credit account as a major factor in determining a consumer's credit worthiness. *See* ¶ 20.

42. On or about February 23, 2016, Plaintiff disputed FFCU's and Trans Union's reporting regarding the Debt pursuant to 15 U.S.C. § 1681i by notifying Trans Union, in writing, of the incorrect and inaccurate credit information furnished by FFCU.

43. Specifically, Plaintiff sent a letter, certified, return receipt, to Trans Union, requesting the above inaccurate and incorrect derogatory information be updated, modified or corrected and specifically noted, among other things:

> I am disputing the date the account was opened and the account's payment history. I am requesting that the account be corrected to accurately reflect its true origination date and complete payment history. The account above has a true origination date of September 7, 2007 and an overall positive 8+ year payment history.

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44. Upon receiving the dispute letter, Trans Union timely notified FFCU of Plaintiff's dispute as required by 15 U.S.C. § 1681i(a)(2).

45. FFCU was required to conduct an investigation into this specific account on Plaintiff's consumer report pursuant to 15 U.S.C. 1681s-2(b).

46. Trans Union was required to conduct a reinvestigation into this specific account on Plaintiff's consumer report pursuant to 15 U.S.C. §1681i

47. On March 19, 2016, Plaintiff received notification from Trans Union that FFCU and Trans Union had received Plaintiff's dispute pursuant to 15 U.SC. § 1681i(a)(6).

48. A reasonable investigation by these Defendants would have indicated that Plaintiff's Account was not charged off and that the Account was opened in September 2007.

49. Trans Union and FFCU failed to review all relevant information provided by Plaintiff in the dispute to Trans Union, as required by and in violation of 15 U.S.C. § 1681s-2(b)(1)(B) and 15 U.S.C. § 1681i.

50. Trans Union and FFCU re-reported the inaccurate derogatory information on Plaintiff's report. Specifically, Trans Union and FFCU re-reported that the Account's Open Date was on May 31, 2013. This was inaccurate since the Open Date on the Account was September 7, 2007. The three major credit reporting agencies (Equifax, Experian and Trans Union) consider the age of a consumer's credit account a major factor in determining a consumer's credit worthiness, as discussed above.

51. FFCU and Trans Union, upon receipt of Plaintiff's dispute, failed to conduct an investigation or reinvestigation with respect to the disputed information as required by 15 U.SC. § 1681s-2(b)(1)(A) and 15 U.S.C. § 1681i.

52. FFCU and Trans Union failed to review all relevant information provided by Plaintiff in the dispute to Trans Union, as required by and in violation of 15 U.SC. § 1681s-2(b)(1)(B) and 15 U.S.C. § 1681i.

53. Due to FFCU's and Trans Union's failure to reasonably investigate, they further failed to correct and update Plaintiff's information as required by 15 U.S.C. § 1681s-2(b)(1)(E) and 15 U.S.C. § 1681i, thereby causing continued reporting of inaccurate information in violation of 15 U.S.C. § 1681-s(2)(b)(1)(C) and 15 U.S.C. § 1681i.

54. Plaintiff's continued efforts to correct FFCU's and Trans Union's erroneous and negative reporting of the Debt by communicating Plaintiff's dispute with FFCU and Trans Union were fruitless.

55. FFCU's and Trans Union's continued inaccurate and negative reporting of the Debt in light of their knowledge of the actual error was willful. Plaintiff is, accordingly, eligible for statutory damages.

56. Also as a result of FFCU's and Trans Union's continued inaccurate and negative reporting, Plaintiff has suffered actual damages, including without limitation credit denials, higher interest rates, out-of-pocket expenses in challenging Defendants' inaccurate reporting, damage to her creditworthiness, emotional distress and mental anguish as well as physical injuries and damages to Plaintiff's reputation.

57. By inaccurately reporting account information after notice and confirmation of their errors, FFCU and Trans Union failed to take the appropriate measures as required under 15 U.S.C. §§ 1681-s(2)(b)(1)(D) and (E) and 15 U.S.C. § 1681i.

EXPERIAN AND FFCU MISREPORTED CREDIT INFORMATION

RE: ACCOUNT NO. 2009****

— THE APRIL 2015 DISPUTE —

58. On an Experian credit report dated about April 1 2015, Experian and FFCU inaccurately reported Plaintiff's Account as "charged off." This was inaccurate since Plaintiff's Account was current and was not "charged off." Furthermore, FFCU had specifically agreed in the February 21, 2014 Contract

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with Plaintiff that the account was not charged off and would not be reported as charged off. FFCU's and Experian's reporting that the account was charged off was, therefore, inaccurate.

59. In or about April 2015, Plaintiff disputed FFCU's and Experian's reporting regarding the Debt pursuant to 15 U.S.C. § 1681i by notifying Experian, in writing, of the incorrect and inaccurate credit information furnished by FFCU.

60. Specifically, Plaintiff sent a letter, certified, return receipt, to Experian, requesting the above inaccurate and incorrect derogatory information be updated, modified or corrected.

61. Upon receiving the dispute letter, Experian timely notified FFCU of Plaintiff's dispute as required by 15 U.S.C. § 1681i(a)(2).

62. FFCU was required to conduct an investigation into this specific account on Plaintiff's consumer report pursuant to 15 U.S.C. 1681s-2(b).

63. Experian was required to conduct a reinvestigation into this specific account on Plaintiff's consumer report pursuant to 15 U.S.C. §1681i

64. On April 23, 2015, Plaintiff received notification from Experian that FFCU and Trans Union had received Plaintiff's dispute pursuant to 15 U.SC. § 1681i(a)(6).

65. A reasonable investigation by these defendants would have indicated that Plaintiff's Account was not charged off and that the Account was opened in September 2007 with an accurate balance.

66. Experian and FFCU failed to review all relevant information provided by Plaintiff in the dispute to Experian, as required by and in violation of 15 U.S.C. § 1681s-2(b)(1)(B) and 15 U.S.C. § 1681i.

67. Experian and FFCU continued to report inaccurate derogatory information on Plaintiff's report. Specifically, Experian and FFCU reported that Plaintiff owed FFCU a balance of over $5 Million when, in fact, Plaintiff's balance was never greater than approximately $60,000.

68. In addition, on an Experian credit report dated May 14, 2015, Experian and FFCU, after receiving notice of Plaintiff's dispute of this account, inaccurately reported Plaintiff's Account terms as "revolving." This was inaccurate since Plaintiff's Account was a home equity line of credit and was not a "revolving" account. By reporting the account as "revolving" FFCU and Experian caused harm to Plaintiff by negatively affecting Plaintiff's creditworthiness. FFCU's and Experian's reporting that the account was a revolving account was, therefore, inaccurate and damaging to Plaintiff.

69. FFCU and Experian, upon receipt of Plaintiff's dispute, failed to conduct an investigation or reinvestigation with respect to the disputed information as required by 15 U.SC. § 1681s-2(b)(1)(A) and 15 U.S.C. § 1681i.

70. FFCU and Experian failed to review all relevant information provided by Plaintiff in the dispute to Experian, as required by and in violation of 15 U.SC. § 1681s-2(b)(1)(B) and 15 U.S.C. § 1681i.

71. Due to FFCU's and Experian's failure to reasonably investigate, they further failed to correct and update Plaintiff's information as required by 15 U.S.C. § 1681s-2(b)(1)(E) and 15 U.S.C. § 1681i, thereby causing continued reporting of inaccurate information in violation of 15 U.S.C. § 1681-s(2)(b)(1)(C) and 15 U.S.C. § 1681i.

72. Plaintiff's continued efforts to correct FFCU's and Experian's erroneous and negative reporting of the Debt by communicating Plaintiff's dispute with FFCU and Experian were fruitless.

73. FFCU's and Experian's continued inaccurate and negative reporting of the Debt in light of their knowledge of the actual error was willful. Plaintiff is, accordingly, eligible for statutory damages.

74. Also as a result of FFCU's and Experian's continued inaccurate and negative reporting, Plaintiff has suffered actual damages, including without limitation credit denials, higher interest rates, out-of-pocket expenses in challenging

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Defendants' inaccurate reporting, damage to her creditworthiness, emotional distress and mental anguish as well as physical injuries and damages to Plaintiff's reputation.

75. By inaccurately reporting account information after notice and confirmation of their errors, FFCU and Experian failed to take the appropriate measures as required under 15 U.S.C. §§ 1681-s(2)(b)(1)(D) and (E) and 15 U.S.C. § 1681i.

EXPERIAN AND FFCU MISREPORTED CREDIT INFORMATION

RE: ACCOUNT NO. 2009**

— THE FEBRUARY 2016 DISPUTE —

76. In or around February 2016, Experian and FFCU were inaccurately reporting that the Account's Open Date was on or about May 31, 2013. This was inaccurate since the Open Date on the Account was September 7, 2007. The three major credit reporting agencies (Equifax, Experian and Trans Union) consider the age of a consumer's credit account as a major factor in determining a consumer's credit worthiness. *See* ¶ 20.

77. On or about February 23, 2016, Plaintiff disputed FFCU's and Experian's reporting regarding the Debt pursuant to 15 U.S.C. § 1681i by notifying Experian, in writing, of the incorrect and inaccurate credit information furnished by FFCU.

78. Specifically, Plaintiff sent a letter, certified, return receipt, to Experian, requesting the above inaccurate and incorrect derogatory information be updated, modified or corrected and specifically noted, among other things:

> [I]n November, 2015 Frontier Financial Credit Union removed the above account entirely from your records and then re-reported it using the same account number with an incorrect origination date of June 2013. The correct date the loan was opened was September 7, 2007.

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79. Upon receiving the dispute letter, Experian timely notified FFCU of Plaintiff's dispute as required by 15 U.S.C. § 1681i(a)(2).

80. FFCU was required to conduct an investigation into this specific account on Plaintiff's consumer report pursuant to 15 U.S.C. 1681s-2(b).

81. Experian was required to conduct a reinvestigation into this specific account on Plaintiff's consumer report pursuant to 15 U.S.C. §1681i

82. On March 25, 2016, Plaintiff received notification from Experian that FFCU and Experian had received Plaintiff's dispute pursuant to 15 U.SC. § 1681i(a)(6) and verified the Account as "updated."

83. A reasonable investigation by these Defendants would have indicated that Plaintiff's Account was opened in September 2007.

84. Experian and FFCU failed to review all relevant information provided by Plaintiff in the dispute to Experian, as required by and in violation of 15 U.S.C. § 1681s-2(b)(1)(B) and 15 U.S.C. § 1681i.

85. Experian and FFCU re-reported the inaccurate derogatory information on Plaintiff's report. Specifically, Experian and FFCU re-reported that the Account's Open Date was on May 31, 2013. This was inaccurate since the Open Date on the Account was September 7, 2007. The three major credit reporting agencies (Equifax, Experian and Trans Union) consider the age of a consumer's credit account a major factor in determining a consumer's credit worthiness, as discussed above.

86. FFCU and Experian, upon receipt of Plaintiff's dispute, failed to conduct an investigation or reinvestigation with respect to the disputed information as required by 15 U.SC. § 1681s-2(b)(1)(A) and 15 U.S.C. § 1681i.

87. FFCU and Experian failed to review all relevant information provided by Plaintiff in the dispute to Experian, as required by and in violation of 15 U.SC. § 1681s-2(b)(1)(B) and 15 U.S.C. § 1681i.

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88. Due to FFCU's and Experian's failure to reasonably investigate, they further failed to correct and update Plaintiff's information as required by 15 U.S.C. § 1681s-2(b)(1)(E) and 15 U.S.C. § 1681i, thereby causing continued reporting of inaccurate information in violation of 15 U.S.C. § 1681-s(2)(b)(1)(C) and 15 U.S.C. § 1681i.

89. Plaintiff's continued efforts to correct FFCU's and Experian's erroneous and negative reporting of the Debt by communicating Plaintiff's dispute with FFCU and Experian were fruitless.

90. FFCU's and Experian's continued inaccurate and negative reporting of the Debt in light of their knowledge of the actual error was willful. Plaintiff is, accordingly, eligible for statutory damages.

91. Also as a result of FFCU's and Experian's continued inaccurate and negative reporting, Plaintiff has suffered actual damages, including without limitation credit denials, higher interest rates, out-of-pocket expenses in challenging Defendants' inaccurate reporting, damage to her creditworthiness, emotional distress and mental anguish as well as physical injuries and damages to Plaintiff's reputation.

92. By inaccurately reporting account information after notice and confirmation of their errors, FFCU and Experian failed to take the appropriate measures as required under 15 U.S.C. §§ 1681-s(2)(b)(1)(D) and (E) and 15 U.S.C. § 1681i.

FFCU Breached its Contract with Plaintiff

93. Leading up to February 21, 2014, Plaintiff and FFCU negotiated the terms of the Contract.

94. On or about February 21, 2014, offer, acceptance and consideration was effectuated, creating a binding legal contract whereby Plaintiff was to pay FFCU $3,791.86 and, in exchange, FFCU was to affirmatively report the

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Account as "reinstated" on Plaintiff's credit reports and "FFCU shall remove the charge off status from [Plaintiff's] credit reports."

95. Plaintiff timely fulfilled all of her obligations under the Contract and remained current on all of her obligations to FFCU thereafter.

96. FFCU breached the terms of the Contract by, *inter alia*:

a. Failing to report the Account during certain periods and completely deleting the Account from Plaintiff's Equifax credit report;

b. Continuing to report the Account as "charged off," including but not limited to, during the periods described above;

c. Failing to reinstate the Account and instead reporting an inaccurate "date opened" as discussed above.

97. Through its conduct, FFCU has failed to honor the Contract and instead, has generated profit for itself by accepting the payments made by Plaintiff, and then refused and failed to fulfill its end of the bargain, in breach of the Contract terms and thereby FFCU has breached the Contract between Plaintiff and FFCU.

98. As a direct and proximate result of FFCU's breach of the Contract, Plaintiff did not receive the benefit of the bargain, suffered damages and faces additional harm, in an amount to be determined at trial.

FIRST CAUSE OF ACTION

VIOLATION OF THE FAIR CREDIT REPORTING ACT

15 U.S.C. § 1681 ET SEQ. (FCRA)

99. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

100. The foregoing acts and omissions constitute numerous and multiple willful, reckless or negligent violations of the FCRA, including but not limited to each and every one of the above-cited provisions of the FCRA, 15 U.S.C § 1681.

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101. As a result of each and every willful violation of the FCRA, Plaintiff is entitled to actual damages as the Court may allow pursuant to 15 U.S.C. § 1681n(a)(1); statutory damages pursuant to 15 U.S.C. § 1681n(a)(1); punitive damages as the Court may allow pursuant to 15 U.S.C. § 1681n(a)(2); and reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1681n(a)(3) from Defendants.

102. As a result of each and every negligent noncompliance of the FCRA, Plaintiff is entitled to actual damages as the Court may allow pursuant to 15 U.S.C. § 1681o(a)(1); and reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1681o(a)(2) from Defendants.

SECOND CAUSE OF ACTION
BREACH OF CONTRACT

103. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

104. The essential elements of a valid contract include offer, acceptance, and bargained for consideration. *E.g.*, *D'Angelo v. Gardner*, 107 Nev. 704, 744, 819 P.2d 206, 233 (1991).

105. On or about February 21, 2014, offer, acceptance and consideration was effectuated creating a binding legal contract whereby Plaintiff was to pay FFCU $3,791.86 and, in exchange, FFCU was to affirmatively report the Account as "reinstated" on Plaintiff's credit reports and "FFCU shall remove the charge off status from [Plaintiff's] credit reports."

106. Plaintiff timely fulfilled all of her obligations under the Contract and remained current on all of her obligations to FFCU thereafter.

107. FFCU breached the terms of the Contract by, *inter alia*:

a. Completely failing to report the Account during certain periods and completely deleting the Account from Plaintiff's Equifax credit report;

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b. Continuing to report the Account as "charged off," including but not limited to, during the periods described above;

c. Failing to reinstate the Account and instead reporting an inaccurate "date opened" as discussed above.

108. As a result of these breaches, Plaintiff has sustained the following damages, each of which were reasonably expected to occur in the event of FFCU's breach at the time of the Contract, to be proven at trial: compensatory damages, punitive damages and restitution for, including, but not limited to:

a. Lower credit scores, and the financial injuries and losses associated therewith;

b. Credit denials and damage to Plaintiff's creditworthiness;

c. Increased interest rates and unfavorable terms on Plaintiff's loans;

d. Damage to Plaintiff's reputation;

e. Emotional distress and mental anguish; and

f. Costs associated with enforcing the Contract, including attorney fees and legal costs.

109. As a direct and proximate result of FFCU's breach of the Contract, Plaintiff did not receive the benefit of the bargain, suffered damages and faces additional harm, in an amount to be determined at trial.

THIRD CAUSE OF ACTION

BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING

110. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

111. When one party performs a contract in a manner that is unfaithful to the purpose of the contract and the justified expectations of the other party are thus denied, damages may be awarded against the party who does not act in good faith. *E.g.*, *Hilton Hotels Corp. v. Butch Lewis Prods., Inc.*, 107 Nev. 226, 808 P.2d 919, 923 (1991).

112. FFCU breached the implied covenant of good faith and fair dealing contained in the Contract with Plaintiff.

113. FFCU further breached the implied covenant of good faith and fair dealing by, among other things, failing to make a good faith effort to fulfill its contractual obligations and written and implied promises.

114. FFCU has intentionally and continuously acted in a manner so as to frustrate the purpose of its Contract with Plaintiff.

115. By failing to honor the terms of the Contract, FFCU has abused its obligations under the Contract, frustrated the purpose of the Contract, and thus breached the implied covenant of good faith and fair dealing.

116. As a direct result of FFCU's breaches of the implied covenant of good faith and fair dealing, Plaintiff suffered damages in an amount to be determined at trial.

PRAYER FOR RELIEF

Plaintiff respectfully requests the Court grant Plaintiff the following relief against Defendants:

FIRST CAUSE OF ACTION
VIOLATION OF THE FAIR CREDIT REPORTING ACT
15 U.S.C. § 1681 ET SEQ. (FCRA)

- An award of actual damages pursuant to 15 U.S.C. § 1681n(a)(1);
- An award of statutory damages pursuant to 15 U.S.C. § 1681n(a)(1);
- An award of punitive damages as the Court may allow pursuant to 15 U.S.C. § 1681n(a)(2);
- An award of costs of litigation and reasonable attorney's fees, pursuant to 15 U.S.C. § 1681n(a)(3), and 15 U.S.C. § 1681(o)

KAZEROUNI LAW GROUP, APC
7854 W. Sahara Avenue
Las Vegas, NV 89117

(a)(1) against Defendants for each incident of negligent noncompliance of the FCRA; and

- Any other relief the Court may deem just and proper.

In addition, Plaintiff respectfully requests the Court grant Plaintiff the following relief against FFCU:

SECOND CAUSE OF ACTION

BREACH OF CONTRACT

- An award of compensatory damages against FFCU;
- An award of punitive damages against FFCU;
- Restitution against FFCU; and
- Any other relief the Court may deem just and proper.

THIRD CAUSE OF ACTION

BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING

- An award of damages awarded against FFCU for its failure to act in good faith to be determined by a jury; and
- Any other relief the Court may deem just and proper.

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Las Vegas, NV 89117

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Las Vegas, NV 89117

TRIAL BY JURY

117. Pursuant to the seventh amendment to the Constitution of the United States of America, Plaintiff is entitled to, and demands, a trial by jury.

DATED this 5th day of October 2016.

Respectfully submitted,

KAZEROUNI LAW GROUP, APC

By: /s/ Michael Kind
Michael Kind, Esq.
7854 W. Sahara Avenue
Las Vegas, NV 89117
Attorneys for Plaintiff

JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS

Michelle M. Bays

(b) County of Residence of First Listed Plaintiff: WASHOE
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
Michael Kind, Esq.
7854 W. Sahara Avenue, Las Vegas, NV 89117
800 400 6808

DEFENDANTS

Frontier Financial Credit Union, Experian Information Solutions, Inc. and Trans Union LLC

County of Residence of First Listed Defendant: ____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)* *(For Diversity Cases Only)*

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 840 Trademark

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☒ 480 Consumer Credit
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

V. ORIGIN *(Place an "X" in One Box Only)*

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District *(specify)*
- ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing ***(Do not cite jurisdictional statutes unless diversity)***:
15 U.S.C. § 1681, ET SEQ. ("FCRA")

Brief description of cause:
Inaccurate reporting by Defendants and failure to investigate

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A **CLASS ACTION** UNDER RULE 23, F.R.Cv.P.

DEMAND $

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE ____ DOCKET NUMBER ____

DATE: 10/5/2016

SIGNATURE OF ATTORNEY OF RECORD: s/ Michael Kind Esq.

FOR OFFICE USE ONLY

RECEIPT # ____ AMOUNT ____ APPLYING IFP ____ JUDGE ____ MAG. JUDGE ____

Case 2:16-cv-02332-WC Document 1-1 Filed 10/05/16 Page 2 of 2

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I.(a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)

III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. **Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. **Origin.** Place an "X" in one of the six boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service

VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. **Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Nevada

Michelle M. Bays

Plaintiff(s)

v.

Frontier Financial Credit Union, Experian Information Solutions, Inc. and Trans Union LLC

Defendant(s)

Civil Action No. 2:16-cv-2332

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

Experian Information Solutions, Inc.
C/O THE CORPORATION TRUST COMPANY OF NEVADA
701 S CARSON ST STE 200
Carson City, NV 89701

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Michael Kind, Esq.
Kazerouni Law Group, APC
7854 W. Sahara Avenue
Las Vegas, NV 89117

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: ____________________

____
Signature of Clerk or Deputy Clerk

Civil Action No. 2:16-cv-2332

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* Experian Information Solutions, Inc.

was received by me on *(date)* ____________ .

❐ I personally served the summons on the individual at *(place)* ____________

____________ on *(date)* ____________ ; or

❐ I left the summons at the individual's residence or usual place of abode with *(name)* ____________

____________ , a person of suitable age and discretion who resides there,

on *(date)* ____________ , and mailed a copy to the individual's last known address; or

❐ I served the summons on *(name of individual)* ____________ , who is

designated by law to accept service of process on behalf of *(name of organization)* ____________

____________ on *(date)* ____________ ; or

❐ I returned the summons unexecuted because ____________ ; or

❐ Other *(specify)*:

My fees are $ ________ for travel and $ ________ for services, for a total of $ 0 .

I declare under penalty of perjury that this information is true.

Date: ____________

____
Server's signature

____
Printed name and title

____
Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Nevada

Michelle M. Bays

Plaintiff(s)

v.

Frontier Financial Credit Union, Experian Information Solutions, Inc. and Trans Union LLC

Defendant(s)

Civil Action No. 2:16-cv-2332

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

Frontier Financial Credit Union
C/O BRUCE A. RODELA c/o WASHOE CREDIT UNION
5200 NEIL ROAD
RENO, NV 89502

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Michael Kind, Esq.
Kazerouni Law Group, APC
7854 W. Sahara Avenue
Las Vegas, NV 89117

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: ______________________

____
Signature of Clerk or Deputy Clerk

Civil Action No. 2:16-cv-2332

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* Frontier Financial Credit Union
was received by me on *(date)* ______________ .

❒ I personally served the summons on the individual at *(place)* ______________
______________ on *(date)* ______________ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* ______________
______________ , a person of suitable age and discretion who resides there,
on *(date)* ______________ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* ______________ , who is
designated by law to accept service of process on behalf of *(name of organization)* ______________
______________ on *(date)* ______________ ; or

❒ I returned the summons unexecuted because ______________ ; or

❒ Other *(specify)*:

My fees are $ ______________ for travel and $ ______________ for services, for a total of $ 0 .

I declare under penalty of perjury that this information is true.

Date: ______________

____
Server's signature

____
Printed name and title

____
Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Nevada

Michelle M. Bays *Plaintiff(s)* v. Frontier Financial Credit Union, Experian Information Solutions, Inc. and Trans Union LLC *Defendant(s)*	)	Civil Action No. 2:16-cv-2332

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

Trans Union LLC
CSC SERVICES OF NEVADA, INC.
2215-B RENAISSANCE DR
Las Vegas, NV 89119

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Michael Kind, Esq.
Kazerouni Law Group, APC
7854 W. Sahara Avenue
Las Vegas, NV 89117

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: ______________________

____
Signature of Clerk or Deputy Clerk

Case 2:16-cv-02332 Document 1 Filed 05/16 Page 2 of 2

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. 2:16-cv-2332

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* Trans Union LLC
was received by me on *(date)* ______________ .

❒ I personally served the summons on the individual at *(place)* ______________
______________ on *(date)* ______________ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* ______________
______________ , a person of suitable age and discretion who resides there,
on *(date)* ______________ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* ______________ , who is
designated by law to accept service of process on behalf of *(name of organization)* ______________
______________ on *(date)* ______________ ; or

❒ I returned the summons unexecuted because ______________ ; or

❒ Other *(specify)*:

My fees are $ ______ for travel and $ ______ for services, for a total of $ 0 .

I declare under penalty of perjury that this information is true.

Date: ______________

____
Server's signature

____
Printed name and title

____
Server's address

Additional information regarding attempted service, etc: